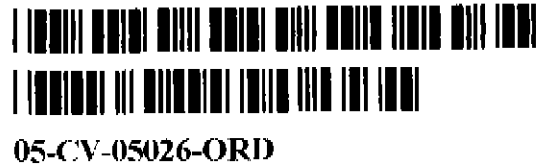
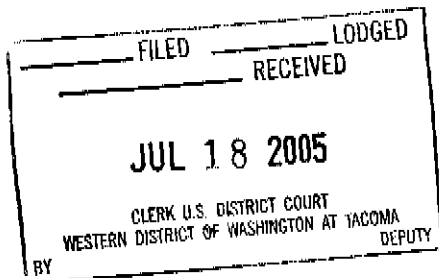


The Honorable Ronald B. Leighton



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

CORNHUSKER CASUALTY INSURANCE
COMPANY,

Plaintiff,

v.

CHRIS KACHMAN and DEBBIE
KACHMAN, husband and wife, ROCKERIES,
INC., a Washington corporation, LESTER
MADDEN and JANE DOE MADDEN,
husband and wife and the marital community
comprised thereof, BROOK SAMPLES,
individually and as Personal Representative of
the Estate of LEANNE SAMPLES,

Defendants.

No. C05-5026 RBL

STIPULATED PROTECTIVE ORDER
REGARDING PLAINTIFF
CORNHUSKER CASUALTY
INSURANCE COMPANY'S
CONFIDENTIAL COMMERCIAL
INFORMATION

Plaintiff Cornhusker Casualty Insurance Company ("Cornhusker") and defendants Chris Kachman and Debbie Kachman, Rockeries, Inc., Lester Madden and Jane Doe Madden, Brook Samples, individually and as Personal Representative of the Estate of Leanne Samples ("defendants"), by and through their attorneys of record, hereby agree and stipulate, and based on that stipulation and agreement, THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. This ORDER governs access to, the use and disclosure of "Confidential Information" as that term is defined in this ORDER.

STIPULATED PROTECTIVE ORDER REGARDING PLAINTIFF CORNHUSKER
CASUALTY INSURANCE COMPANY'S CONFIDENTIAL COMMERCIAL INFORMATION
Case No. C05-5026 RBL; Page 1

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1 2. The term "Confidential Information" shall mean any materials, documents, computer
2 records or information of any kind that may be produced in this action (via production of
3 documents, depositions or any other methods of discovery) relating to Cornhusker's underwriting
4 pricing, rating, and/or risk assessments, Letter of Authority provided to Cornhusker underwriters,
5 and the Agency Agreement between Cornhusker and Bell-Anderson, whether written or oral.

6 3. The term "qualified person" shall mean (a) the parties to this litigation; (b) counsel
7 for the parties to this litigation, including attorneys and staff associated with or employed by the
8 legal counsel; (c) lay and expert witnesses who are expected to testify on issues relevant to the
9 "Confidential Information"; (d) the Court (including the Judge presiding over this case and the
10 Court's legal and support staff) or Court Reporter; and (e) any expert or consultant who is
11 retained or consulted by counsel and who agree in writing to be bound by the terms of this
12 Protective Order.

13 4. "Confidential Information" can not be communicated to, shown to, disclosed to,
14 copied for, summarized for, analyzed for or used by anyone except for "qualified persons"
15 designated in paragraph 3 (a)-(e) and then only for purposes of this litigation and for no other
16 business or personal purpose. Any "Confidential Information" shall be used only for purposes
17 directly related to this action. No "qualified person" shall make use of or disclose any such
18 "Confidential Information" to any other person or entity or use it for any other purpose or
19 litigation.

20 5. During the pendency of this litigation, defendants and defendants' counsel shall not
21 allow any copies of the "Confidential Information" to be made or distributed without making a
22 complete record of the copy date, the number of copies and the identity of all individuals (names,
23 addresses and phone numbers) to whom the copies were distributed.

24 6. Except as specifically authorized above, defendants' counsel may not distribute,
25 publicize, or otherwise disseminate "Confidential Information" to anyone for any purpose,
26 specifically including, but not limited to, sharing or in any way disseminating the "Confidential

1 Information" to (a) anyone for use in other claims or suits involving Cornhusker or any of their
2 insureds, (b) any attorney's bar or professional organization of any kind, including, but not
3 limited to, any attorney information exchange group, or (c) any person or entity who is a
4 competitor of Cornhusker.

5 7. Defendants' counsel shall be liable for damages and expenses arising from violations
6 of the Confidentiality Agreement or this Protective Order by its employees, agents,
7 representatives, experts, consultants, or other persons working under the supervision or control
8 of defendants' counsel.

9 8. Before disclosing or disseminating any "Confidential Information" to any "qualified
10 person," except the parties and counsel for the parties to this litigation, including attorneys and
11 staff associated with or employed by the legal counsel, defendants' counsel shall provide to each
12 "qualified person," a copy of this Protective Order and a Confidentiality Agreement in the form
13 attached hereto as Exhibit A. Every "qualified person," except the parties and counsel for the
14 parties to this litigation, including attorneys and staff associated with or employed by the legal
15 counsel, shall sign a Confidentiality Agreement in the form set out in Exhibit A hereto and shall
16 thereby be bound to indemnify and hold harmless Cornhusker for all harms and expenses arising
17 from such person's violation of the Confidentiality Agreement or this Protective Order. A copy
18 of each signed Confidentiality Agreement shall be provided to counsel for plaintiff Cornhusker
19 upon the disclosure of "Confidential Information" to defendants' experts, consultants and/or
20 other individuals excepting parties or counsel for the parties to this litigation and attorneys and
21 staff associated with or employed by the legal counsel.

22 9. At the conclusion of the work by any "qualified person", specifically including but
23 not limited to experts or consultants utilized by defendants in this case, all "Confidential
24 Information" and all copies, abstracts, summaries, notes or other records of any kind relating to
25 the content of any "Confidential Information" shall be returned to plaintiff's counsel. At such
26 time of redelivery, an affidavit substantially in the form attached hereto as Exhibit B shall be

1 executed by such "qualified person" that (s)he has complied with the provisions of this
 2 Protective Order and the affidavit shall be returned to defendants' counsel and maintained by
 3 them. Upon receipt of such affidavit, defendants' counsel shall also provide a copy of the
 4 affidavit to counsel for plaintiff Cornhusker.

5 10. Each page of all documents that qualify as "Confidential Information" shall be
 6 photocopied on paper stamped or otherwise designated as "CONFIDENTIAL—SUBJECT TO
 7 PROTECTIVE ORDER, CORNHUSKER CASUALTY INS. CO. v. KACHMAN, et al., United
 8 States District Court Western District of Washington CAUSE NO. C05-5026-JKA" which shall
 9 be printed diagonally across the page as a watermark. Any document so labeled and the
 10 information in it shall be treated in accordance with the provisions of this Protective Order.

11 11. When "Confidential Information" is embodied in or appended to any motion,
 12 memorandum, exhibit, affidavit, declaration or other document filed with the Court, such paper
 13 shall be enclosed in a sealed envelope. The sealed envelope shall show the caption of this action
 14 and include the following legend:

15 CONFIDENTIAL INFORMATION

16 This envelope is sealed pursuant to court order and contains confidential
 17 information. This envelope was filed by [name of party] and may not be
 18 opened, nor may its contents be displayed or revealed, except by order of
 the Court or by written stipulation of the parties.

19 12. Any party asserting during a deposition that information is "Confidential
 20 Information" shall seek agreement of the deponent on the record to the terms and conditions of
 21 this Protective Order. If the deponent refuses to assent on the record, disclosure of the
 22 information as a necessary part of the deposition shall not constitute a waiver of confidentiality.
 23 Under such circumstances, the witness shall sign the original deposition transcript in the
 24 presence of the court reporter and a copy of the deposition transcript or exhibits shall not be
 25 given to the deponent.
 26

1 13. If a deposition which is conducted in this action in any way references "Confidential
 2 Information," the portion of the deposition involving the "Confidential Information" will be
 3 taken with no one present except the "qualified persons" referred to in paragraph 2 above and the
 4 court reporter. During the deposition any party or witness may designate portions of the
 5 deposition as "Confidential Information." For a period beginning with the first day of each
 6 deposition and ending twenty (20) days after the transcript for each such deposition is delivered
 7 to the parties' attorneys, the entire deposition transcript shall be treated as "Confidential
 8 Information." During that time period, a party or non-party deponent may designate specific
 9 portions of the testimony as containing "Confidential Information." The specific designation
 10 shall be accomplished by a letter or similar written notification to parties listing the pages, lines
 11 and exhibits constituting "Confidential Information." The pages of the transcript that contain
 12 "Confidential Information" and the numbers (but not the description) of the deposition exhibits
 13 that constitute "Confidential Information" shall be noted on the front of the original deposition
 14 transcript. Thereafter, only those portions of the transcript and exhibits designated in the letter or
 15 written notification as being "Confidential Information" will be so treated. Those parts of each
 16 deposition or exhibit not so designated may be used without any of the restrictions provided in
 17 this Protective Order. In any deposition in which testimony is given regarding documents or
 18 information designated "Confidential Information," the court reporter shall execute a Declaration
 19 in the form attached as Exhibit A hereto.

20 14. If a party fails to timely identify the confidential nature of any testimony or any
 21 document or other thing, the party may designate such information as "Confidential Information"
 22 by serving a written notification upon all parties. The parties shall thereafter treat the
 23 information in accordance with the provisions of this Protective Order from the time of receipt of
 24 such written notification.


25 15. The Clerk of the United States District Court Western District of Washington is
 26 directed to maintain under seal any pleading, motion, brief, memorandum, exhibit, affidavit,

1 declaration, transcript, response to a discovery request, or other paper filed with the court that
 2 has been designated, in whole or in part, as containing or revealing "Confidential Information."

3 16. No later than thirty (30) days following the conclusion of these proceedings, counsel
 4 for plaintiff shall return each document and each other thing that contains or reveals
 5 "Confidential Information" to plaintiff Cornhusker's counsel, together with any copies, log of
 6 any copies made thereof, and all abstracts, notes, summaries and other records of the
 7 information. To the extent that the information is embodied in and is inseparable from attorney
 8 work product, the recipient party may destroy the document or maintain confidentiality of such
 9 material in perpetuity. Any portion of the official record in the court that contains or reveals
 10 "Confidential Information" shall be exempt from this provision. "Conclusion of these
 11 proceedings" refers to the exhaustion of available appeals, or the running of the statute of time
 12 for taking such appeals, as provided by applicable law, or the date of entry of any dismissal order
 13 in the event of settlement.

14 17. The provision of the Protective Order shall survive and remain in full force and in
 15 effect until after the "conclusion of these proceedings."

16
 17 DONE IN OPEN COURT this 18th day of July, 2005

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 19 
 20 JUDGE

JUN-24-2005 FRI 08:10 AM SKWWC

FAX NO.

P. 08

1 Presented by:

2 KELLER ROHRBACK L.L.P.

3
4 By /s/ Maureen M. Falecki

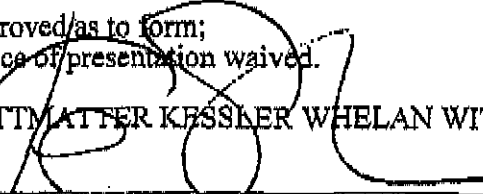
Maureen M. Falecki, WSBA #18569

5 Irene M. Hecht, WSBA #11063

6 Attorneys for Defendant CORNHUSKER
CASUALTY INSURANCE COMPANY

7 Approved/as to form;
8 Notice of presentation waived.

9 STITTMATTER KESSLER WHELAN WITHEY COLUCCION

10 By 
Kevin Coluccio, WSBA #16245
11 Attorneys for Brook Samples individually
and as Personal Representative of the
12 Estate of Leanne Samples

13 LUCE, LOMBINO & RIGGIO, P.S.

14
15 By Telephonic Approval (6/24/05)

Michael V. Riggio, WSBA #7725

16 Attorneys for Defendants Chris and
Debbie Kachman and Rockeries, Inc

17
18 DAVIES PEARSON, P.C.

19 By Telephonic Approval (6/24/05)

20 Joseph M. Diaz, WSBA #16170

21 Attorneys for Defendants
Lester and Jane Doe Madden

22
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26
STIPULATED PROTECTIVE ORDER REGARDING PLAINTIFF CORNHUSKER
CASUALTY INSURANCE COMPANY'S CONFIDENTIAL COMMERCIAL INFORMATION
Case No. C05-5026 RBL; Page 7

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EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTONCORNHUSKER CASUALTY INSURANCE
COMPANY,

Plaintiff,

v.

CHRIS KACHMAN and DEBBIE
KACHMAN, husband and wife, ROCKERIES,
INC., a Washington corporation, LESTER
MADDEN and JANE DOE MADDEN,
husband and wife and the marital community
comprised thereof, BROOK SAMPLES,
individually and as Personal Representative of
the Estate of LEANNE SAMPLES,

Defendants.

No. C05-5026 RBL

DECLARATION FOR PROTECTIVE
ORDER RE CONFIDENTIAL
COMMERCIAL INFORMATION AND
CONFIDENTIALITY AGREEMENT

I, _____, declare and state as follows:

I am a citizen of the United States, over the age of eighteen (18) years, not a party to this action, and competent to testify as to the matters herein set forth. I have received and read a copy of the STIPULATED PROTECTIVE ORDER REGARDING PLAINTIFF CORNHUSKER'S CONFIDENTIAL COMMERCIAL INFORMATION in the above-captioned case. I hereby declare that I will abide by the provisions of that Order and understand that I will be held accountable for damages and expenses arising from any violations therefrom by me.

After the completion of my involvement in this case I will return to the plaintiff's counsel

STIPULATED PROTECTIVE ORDER REGARDING PLAINTIFF CORNHUSKER
CASUALTY INSURANCE COMPANY'S CONFIDENTIAL COMMERCIAL INFORMATION
Case No. C05-5026 RBL; Page 8

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1 all copies, abstracts, summaries, notes or other records of any kind relating to the content of any
2 "Confidential Information" that I may have received or that has been discussed with me. I will
3 not retain anything relating in any way to the "Confidential Information", nor use any such thing
4 or related knowledge arising therefrom for any personal purposes, or for any other business
5 purposes other than for my work on this specific case.

6 I certify under penalty of perjury of the laws of the State of Washington that the
7 foregoing is true and correct.

8 Signed this ____ day of _____, 2005 at _____, Washington.
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EXHIBIT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

CORNHUSKER CASUALTY INSURANCE
COMPANY,

Plaintiff,

v.

CHRIS KACHMAN and DEBBIE
KACHMAN, husband and wife, ROCKERIES,
INC., a Washington corporation, LESTER
MADDEN and JANE DOE MADDEN,
husband and wife and the marital community
comprised thereof, BROOK SAMPLES,
individually and as Personal Representative of
the Estate of LEANNE SAMPLES,

Defendants.

No. C05-5026-RBL

DECLARATION FOR PROTECTIVE
ORDER RE CONFIDENTIAL
COMMERCIAL INFORMATION AND
CONFIDENTIALITY AGREEMENT

I, _____, declare and state as follows:

I am a citizen of the United States, over the age of eighteen (18) years, not a party to this
action, and competent to testify as to the matters herein set forth.

I hereby declare pursuant to the STIPULATED PROTECTIVE ORDER REGARDING
PLAINTIFF CORNHUSKER'S CONFIDENTIAL COMMERCIAL INFORMATION dated
_____, entered in the above-captioned case, that "Confidential Information" and all copies,
abstracts, summaries, notes or other records of any kind relating to the content of any
"Confidential Information" have been returned to plaintiff's counsel and that I have complied

STIPULATED PROTECTIVE ORDER REGARDING PLAINTIFF CORNHUSKER
CASUALTY INSURANCE COMPANY'S CONFIDENTIAL COMMERCIAL INFORMATION
Case No. C05-5026 RBL; Page 10

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1 with all of the provisions of the STIPULATED PROTECTIVE ORDER REGARDING
2 PLAINTIFF CORNHUSKER'S CONFIDENTIAL COMMERCIAL INFORMATION.

3 I certify under penalty of perjury of the laws of the State of Washington that the
4 foregoing is true and correct.

5 Signed this ____ day of _____, 2005 at _____, Washington.
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STIPULATED PROTECTIVE ORDER REGARDING PLAINTIFF CORNHUSKER
CASUALTY INSURANCE COMPANY'S CONFIDENTIAL COMMERCIAL INFORMATION
Case No. C05-5026 RBL; Page 11

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